

Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtors
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	: Chapter 11 Case No.
MOTORS LIQUIDATION COMPANY, <i>et al.</i> , f/k/a General Motors Corp., <i>et al.</i>	: 09-50026 (REG)
Debtors.	: (Jointly Administered)
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**SUPPLEMENTAL DECLARATION AND DISCLOSURE STATEMENT
OF STUART L. MINER IN SUPPORT OF THE DEBTORS' APPLICATION
PURSUANT TO 11 U.S.C. §§ 327(a) AND 330 AND FED. R. BANKR. P. 2014 FOR
ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT
OF BROWNFIELD PARTNERS, LLC AS ENVIRONMENTAL CONSULTANTS
TO THE DEBTORS NUNC PRO TUNC TO THE COMMENCEMENT DATE**

Stuart L. Miner, declares as follows:

1. I am a member of Brownfield Partners, LLC ("Brownfield Partners" or the "Firm"),¹ an environmental management and consulting firm located at 475 17th Street, Suite 950, Denver, CO 80202.
2. I submit this supplemental declaration (the "Miner Supplemental Declaration") in support of the application dated July 21, 2009 (the "Application") of Motors

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Application.

Liquidation Company (f/k/a General Motors Corporation) (“**GM**”) and its affiliated debtors, as debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), for authorization to employ and retain Brownfield Partners as environmental consultants to the Debtors, *nunc pro tunc* to June 1, 2009 (the “**Commencement Date**”), pursuant to the terms and conditions set forth in the engagement letter entered into by Brownfield Partners and the Debtors dated June 15, 2009 (the “**Engagement Letter**”). Unless otherwise stated in this Miner Supplemental Declaration, I have personal knowledge of the facts set forth herein.

3. This Miner Supplemental Declaration supplements my affidavit sworn to July 21, 2009 and submitted in support of the Application.

4. Brownfield Partners and the Debtors entered into the Engagement Letter, whereby Brownfield Partners agreed to assist the Debtors in determining the costs of actual or potential environmental liabilities arising from the Debtors’ prepetition, historic operations. The Debtors also entered into agreements with LFR Inc. (“**LFR**”) and The Claro Group, LLC (“**Claro Group**”) to provide similar services. Although the Debtors seek to retain Brownfield Partners, LFR and Claro Group to perform similar services, the services rendered by Brownfield Partners are complementary and not duplicative in any manner with the services to be performed by any other party retained by the Debtors. The Debtors engaged each consultant for its distinct expertise: Brownfield Partners for its real estate and property reuse expertise; LFR for its remediation expertise; and Claro Group for its financial expertise.

5. As described in the Application, Brownfield Partners has agreed to indemnify the Debtors in certain circumstances specified in the Engagement Letter. The Debtors, however, do not owe any indemnification obligations to Brownfield Partners.

6. Expenses arising under this engagement will not include legal fees.

7. Brownfield Partners does not generate 1% or more of its gross annual revenue from any creditors or parties in interest.

By: s/ Stuart L. Miner
Stuart L. Miner

Date: August 3, 2009